

11 WALL STREET, NEW YORK, N. Y. 10005
(212) 732-1040, TELEX: 126201

280 PARK AVENUE, NEW YORK, N. Y. 10017
(212) 732-1040; TELEX: 126697

125 WORTH AVENUE, PALM BEACH, FLORIDA 33480
(305) 833-1040

TLH:SHL

WHITE & CASE
1747 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20006
(202) 872-0013
TELEX: 89543

RECORDATION NO. 11907-A Filed 1425

JUL 10 1981 - 11 15 AM

20 PLACE VENDÔME, 75001 PARIS, FRANCE
260. 34. 05; TELEX: 220242

66 GRESHAM ST, LONDON EC2V 7LB, ENGLAND
726-6361, TELEX: 884757

2 ICE HOUSE STREET, HONG KONG.
5-253061; TELEX: 63604

July 9, 1981

1-191A029

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Room 2215
Washington, DC 20423

No.

JUL 10 1981
Date.....

Fee \$ 10.00

ICC Washington, D. C.

Dear Ms. Mergenovich:

Enclosed are an original of the secondary document described below and one copy thereof for recordation pursuant to 49 U.S.C. §11303.

The enclosed document is an Amendment of Lease dated as of June 1, 1981, amending an Equipment Lease dated as of May 1, 1980, which has been recorded with the Commission under Recordation No. 11907.

The parties to the enclosed Amendment of Lease are United States Trust Company of New York, New York, NY, as Lessor, and Union Electric Company, St. Louis, MO, as Lessee. The Equipment to which the enclosed Amendment of Lease pertains is described in the Equipment Lease.

The required fee of \$10 is enclosed. Please return the original of the enclosed document to our messenger after stamping the same as evidence of filing.

The following is a short summary of the enclosed document for purposes of inclusion in the Commission's index: Amendment of Lease dated as of June 1, 1980, amending Equipment Lease dated as of May 1, 1980, Recordation No. 11907, between United States Trust Company of New York, New York, NY, as Lessor, and Union Electric Company, St. Louis, MO, as Lessee, covering the Equipment as defined in said Equipment Lease.

Very truly yours,

Thomas Higginson

Thomas L. Higginson, Jr.,
as agent for the parties

Enclosures

RECEIVED
JUL 10 11 06 AM '81
FEE OPERATION B.R.

John Anderson
Covered by post -

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Thomas L. Higginson, Jr.
White & Case
1747 Pennsylvania Ave. N. W.
Washington, D. C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/10/81 at 11:15AM, and assigned re-recording number(s). 11907-A, & 11931-A

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

AMENDMENT OF LEASE
(Union Electric Trust No. 80-1)

REGISTRATION NO. 11907-A
FILED 1981
JUL 10 1981 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

AMENDMENT OF LEASE dated as of June 1, 1981 ("this Amendment") between UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation (the "Lessor"), not individually but solely as trustee under the Trust Agreement referred to in the Lease hereinafter referred to, and UNION ELECTRIC COMPANY, a Missouri corporation (the "Lessee").

The Lessor and the Lessee are parties to, among other things, an Equipment Lease dated as of May 1, 1980 (the "Lease") between Lessor and Lessee, with respect to certain Equipment described therein. All terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Lease.

Section 2.5 of the Lease provides for adjustment of the Fixed Rental and the Casualty Values and Termination Values if, among other things, (x) the percentage of Lessor's Cost advanced to the Lessor by either the Trustors or the Note Purchasers shall differ from that set forth in Recital B to the Lease, (y) the Purchase Price for any rail car constituting a part of the Equipment shall be other than \$47,000, or (z) the Equipment is not delivered in accordance with the schedule for delivery set forth therefor in Schedule A to the Lease.

Because of differences in the debt/equity ratio and the Purchase Price and delivery dates of the Equipment, the Lessor and the Lessee desire to amend

the Lease in order to adjust the Fixed Rental and the Casualty Values and Termination Values pursuant to said Section 2.5.

NOW, THEREFORE, the Lessor and the Lessee hereby covenant and agree as follows:

1. The Lease is hereby amended as follows:
 - a. The figure "4.98503%" appearing in the third line of Section 2.1(b) of the Lease is hereby changed to "5.017569%."
 - b. Schedule C to this Amendment is hereby substituted for Schedule C to the Lease.
 - c. Schedule D to this Amendment is hereby substituted for Schedule D to the Lease.
2. Except as expressly modified and amended by this Amendment, the Lease is hereby ratified and confirmed in full force and effect.
3. The parties hereby agree that the final Lessor's Cost is \$16,342,818.48.
4. Pursuant to Section 1.2(2) of the Security Agreement and Section 9.5 of the Participation Agreement, the parties agree that the consent of the Security Trustee to this Amendment is not required.
5. This Amendment may be executed in several counterparts, each of which when so executed shall be deemed to be an original and in each case such counterparts shall constitute but one and the same instrument.
6. This Amendment shall be construed in accordance with the laws of the State of Missouri without regard to principles of conflict of laws, provided,

however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunder duly authorized and their corporate seals to be affixed as of the day and year first above written.

UNITED STATES TRUST COMPANY OF
NEW YORK, not individually
but solely as Trustee under
Union Electric Trust No.
80-1.

By Thomas B. Zehyroski
Its Assistant Vice President

[CORPORATE SEAL]

ATTEST

C. E. Gray
Assistant Secretary

UNION ELECTRIC COMPANY

By M. C. Gatewood
Its Vice President

[CORPORATE SEAL]

ATTEST

James C. Thompson
Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 25 day of June, 1981, before me personally appeared THOMAS B. ZAKRZEWSKI, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

FEDERICO C. SANTORO
Notary Public, State of New York
No. 41-4691650

My Commission expires: Qualified in Queens County
 ~~Commission Expires March 30, 1983~~

STATE OF MISSOURI)
) ss.:
COUNTY OF ST. LOUIS)

On this 30 day of June, 1981, before me personally appeared M.E. GATEWOOD, to me personally known, who being by me duly sworn, says that he is a Vice President of UNION ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

K. A. MOLLET
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES MAR. 10, 1983
ST. LOUIS COUNTY

My Commission expires:

Schedule C to Amendment

SCHEDULE C
(to Equipment Lease)

SCHEDULE OF CASUALTY VALUES

The Casualty Value for an Item of Equipment payable on any Rental payment date shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Rental Payment Date on which Casualty Value is paid</u>	<u>Percentage of Purchase Price Payable as Casualty Value</u>
1/2/1981	105.6304
7/2/1981	103.3398
1/2/1982	105.2072
7/2/1982	106.8989
1/2/1983	108.3250
7/2/1983	109.5462
1/2/1984	109.5124
7/2/1984	104.9677
1/2/1985	105.5068
7/2/1985	105.8834
1/2/1986	106.0315
7/2/1986	99.6784
1/2/1987	99.4228
7/2/1987	98.9870
1/2/1988	98.3545
7/2/1988	91.2420
1/2/1989	90.2635
7/2/1989	89.1410
1/2/1990	87.9090
7/2/1990	86.5744
1/2/1991	85.1367
7/2/1991	83.5967
1/2/1992	81.9560
7/2/1992	80.2123
1/2/1993	78.3693
7/2/1993	76.4367
1/2/1994	74.4458
7/2/1994	72.3975
1/2/1995	70.3096
7/2/1995	68.1680
1/2/1996	65.9483
7/2/1996	63.6307
1/2/1997	61.2341
7/2/1997	58.7344
1/2/1998	56.1496

<u>Rental Payment Date on</u> <u>which Casualty Value is Paid</u>	<u>Percentage of Purchase Price</u> <u>Payable as Casualty Value</u>
7/2/1998	53.4644
1/2/1999	50.6874
7/2/1999	47.7875
1/2/2000	44.7874
7/2/2000	41.6549
1/2/2001	38.4144
7/2/2001	35.0313
1/2/2002	31.5319
7/2/2002	27.8788
1/2/2003	24.0364
7/2/2003	20.0000

Union Electric Trust No. 80-1

Schedule D to Amendment

SCHEDULE D
(to Equipment Lease)

SCHEDULE OF TERMINATION VALUE

The Termination Value for an Item of Equipment payable on any Fixed Rental payment date shall mean an amount equal to the percent of the Purchase Price of such Item set forth opposite such date in the following schedule:

<u>Rental Payment Date on which Termination Value is paid</u>	<u>Percentage of Lessor's Cost Payable as Termination Value</u>
1/2/1992	81.9560
7/2/1992	80.2123
1/2/1993	78.3693
7/2/1993	76.4367
1/2/1994	74.4458
7/2/1994	72.3975
1/2/1995	70.3096
7/2/1995	68.1680
1/2/1996	65.9483
7/2/1996	63.6307
1/2/1997	61.2341
7/2/1997	58.7344
1/2/1998	56.1496
7/2/1998	53.4644
1/2/1999	50.6874
7/2/1999	47.7875
1/2/2000	44.7874
7/2/2000	41.6549
1/2/2001	38.4144
7/2/2001	35.0313
1/2/2002	31.5319
7/2/2002	27.8788
1/2/2003	24.0364
7/2/2003	20.0000

Union Electric Trust No. 80-1

June 22, 1981

United States Trust Company of
New York
45 Wall Street
New York, New York 10005

Attention: Corporate Trust and Agency Division

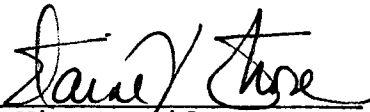
Re: Union Electric Trust No. 80-1

Dear Sirs:


Pursuant to Section 2(e) of the Trust Agreement dated as of May 1, 1980 among the undersigned and you, the undersigned hereby authorize and direct you to execute and deliver the Amendment of Lease attached hereto.

Very truly yours,

CU INVESTORS CO. #17

By 
Vice President

AMERITRUST COMPANY

By 
Vice President 